

## Residential Tenancies Tribunal

Application 2025-1090-NL

Oksana Tkachuk  
Adjudicator

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### Introduction

1. Hearing was called at 9:14 a.m. on 16-December-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, represented by [REDACTED], attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants” did not attend.

### Preliminary Matters

4. Attempts were made to reach the respondents, and I left a voicemail for the respondent 1. I was successful to secure respondent 2, who briefly joined the teleconference. They stated they agree to pay for the amounts they owe and advised that they need to leave for work.
5. The tenants were not present or represented at the hearing. This Tribunal’s policies concerning notice requirements and hearing attendance have been adopted from the Rules of the Supreme Court, 1986. According to Rule 29.05(2)(a) respondents to an application must be served with claim and notice of the hearing 10 clear days prior to the hearing date and, where the respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent’s absence so long as they have been properly served.
6. The landlord submitted an affidavit with their application stating that they had served the tenants with the notice of hearing electronically via e-mails on 24-November-2025 (LL#1). The landlord provided proof of emails sent on that date and explained that they used email addresses provided by the tenant in the rental agreement. In accordance with the Residential Tenancies Act, 2018 this is good service. As the tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.
7. There was a written month-to-month rental agreement which commenced on 10-October-2025. The landlord’s representative stated that the tenants abandoned the premises, and they regained possession of the rental unit on 10-December-2025. Rent was \$1200.00 per month due on 1<sup>st</sup> of each month. A security deposit of \$900.00 was collected on 8-October-2025 and is still in the landlord’s possession.

8. The landlord's representative stated that they are not seeking vacant possession, as the tenants already vacated the unit. The landlord's representative amended their application to increase amount of rent from \$1800.00 as per their application to \$2400.00, to increase amount of Late Fees from \$39.00 to \$75.00 and to include Hearing Expenses of \$60.00.

### **Issues before the Tribunal**

9. The landlord is seeking:

- Rent paid \$2400.00;
- Late fees \$75.00;
- Hearing expenses \$60.00;
- Security Deposit to be applied against any monies owed \$900.00.

### **Legislation and Policy**

10. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
11. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 14: Security Deposit, and following sections of the *Residential Tenancies Policy, 2-4*; Deposits, Payments and Fees Section 6-3: Mitigation on Abandonment of Residential Premises and Section 12-1: Costs.

### **Issue # 1: Rent paid \$2400.00 Late fees \$75.00**

#### Landlord's Position:

12. The landlord is seeking rent for November and December months to be paid in full. The landlord's representative stated that the tenants haven't paid rent for November, and they issued a termination notice under the Section 19 of the *Act* to vacate by 17-November-2025. According to the landlord's representative, the tenants stopped responding to communications in early November and had not vacated the unit on the day of termination. However, the building manager informed the landlord that the tenants appeared to be moving their possessions on 7-December-2025. The landlord's representative further stated that the tenants did not provide a termination notice or never informed the landlord about their intention to vacate. As a result, the landlord posted an abandonment notice on 8-December in the afternoon on the doors and send the notice via emails on the same date. The landlord's representative state that possession of the rental unit was regained on 10-December, at which time the locks were changed, as the tenants did not return the keys. The landlord's representative indicate that the rental unit was found to be in a poor and damaged condition. Based on these circumstances, the landlord is seeking rent to be paid in full for the months of November and December as well as late fees.

### **Analysis**

13. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid under a rental agreement by a tenant during the use or occupancy of a residential premises.
14. *Residential Tenancies Policy 2-4*; Deposits, Payments and Fees states:

#### **Late payment fee:**

*When rent is not paid on time, a landlord may charge a late fee of \$5.00 for the first day rent is in arrears and \$2.00 for each additional day that the rent remains in arrears in any consecutive number of rental periods up to a maximum of \$75.00.*

15. I accept the landlord's representative's testimony that rent was not paid for the months of November and December as the tenants were not present or represented at the hearing to dispute. I also accept the landlord's representative's testimony that the tenants never informed the landlord of their intention to vacate the rental unit or provided a vacate date. Although a termination notice was issued in November due to non-payment of rent, I find that the tenants did not vacate the unit on the termination date specified in the notice and instead remained in possession of the unit.
16. As the tenants did not provide any notice of termination and failed to inform the landlord when they would be vacating, I accept the landlord's representative's statement that the unit was abandoned without proper notice. I further accept the landlord's representative's testimony that the rental unit was left in a poor and damaged condition.
17. Accordingly, as the tenants failed to provide proper notice of termination, I find them responsible for rent for the full months of November and December.
18. As the tenants are found responsible for two months' rent, I also find that the landlord is entitled to a late fee in accordance with the terms outlined above. Accordingly, the landlord's claim for late fees succeeds in the amount of \$75.00 for the months of November-December-2025.

### **Decision**

19. The landlord's claim for rent and late fees succeeds in the amount of \$2475.00.

### **Issue # 2: Hearing expenses \$20.00.**

#### Relevant Submission

20. The landlord paid \$20.00 for the application fee and \$40.00 for commissioner of Oaths services and is seeking reimbursement. The landlord submitted a copy of the receipts to support the claim (LL#1,2).

### **Analysis**

21. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*: Costs, the general claimable costs may include costs incurred in the preparation for the hearing, and as the landlord's claim was successful as per paragraph 19, the landlord will be awarded with \$60.00.

### **Decision**

22. The landlord's claim for hearing expenses succeeds in the amount of \$60.00.

### **Issue # 3: Security deposit to be applied against any monies owed \$900.00**

#### **Analysis**

23. Section 14 of the *Residential Tenancies Act, 2018* states:

**Security deposit**

- 14. (8) A security deposit is not an asset of the landlord but is held by the landlord in trust and may be used, retained or disbursed only as provided in this section.
- (9) Not later than 10 days after the tenant vacates the residential premises, the landlord shall return the security deposit to the tenant unless the landlord has a claim for all or part of the security deposit.
- (10) Where a landlord believes he or she has a claim for all or part of the security deposit,
  - (a) the landlord and tenant may enter into a written agreement on the disposition of the security deposit; or
  - (b) the landlord or the tenant may apply to the director under section 42 to determine the disposition of the security deposit.
- (11) Where a tenant makes an application under paragraph (10)(b), the landlord has 10 days from the date the landlord is served with a copy of the tenant's application to make an application to the director under paragraph (10)(b).

24. The landlord's claim for losses has been successful as per paragraphs 19 and 22, and as such, the security deposit shall be applied against monies owed. Pursuant to the *Residential Tenancies Act, 2018* the landlord must pay interest on a security deposit to a tenant for the entire period that the landlord has had the security deposit. The interest is calculated as simple interest and is not compounded. The interest in 2025 is 1%.

**Decision**

25. Security deposit plus interest of \$901.73 to be applied against monies owed.

**Summary of Decision**

26. The tenants shall pay the landlords \$1633.27 as follows:

Rent.....	\$2475.00
Hearing expenses.....	\$60.00
<b>Less than Security Deposit.....</b>	<b>\$901.73</b>
<b>Total .....</b>	<b>\$1633.27</b>

December 18, 2025  
Date

  
Oksana Tkachuk, Adjudicator  
Residential Tenancies Office